

It being hereby specifically represented as a part of the consideration moving to the acceptance of this mortgage that the above described premises are free from the lien of all incumbrances except as hereinabove indicated.

TO HAVE AND TO HOLD, All and singular the above described property, together with the buildings and improvements on said lands, and the rights, privileges, advantages and appurtenances thereunto belonging or in any wise appertaining, unto the said mortgagee, his heirs, personal representatives and assigns forever.

But in trust, nevertheless, for the equal pro-rata benefit and security of all and every holder of the promissory notes issued under and secured by this mortgage, in accordance with the terms hereof and for the enforcement of the payment thereof, when payable, in accordance with the true intent and meaning and stipulations hereof, and of said notes respectively, and without preference as to lien or otherwise of any one note over any other note, so that each note issued under this mortgage shall have the same right, lien and privilege hereunder, so that the principal and interest of every note shall be equally secured hereby according to the amount of principal and interest of each note respectively.

And the said mortgagor binds himself, his heirs, personal representatives and assigns to warrant and forever defend all and singular the said premises unto the said mortgagee, his heirs, personal representatives and assigns, forever, from and against himself, his heirs, personal representatives and assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

Only such notes as shall be certified by Frank B. Austin, Jr. mortgagee, by the signing of the certificate endorsed thereon shall be secured by this mortgage, or be entitled to any benefit or lien hereunder, and such certificate of Frank B. Austin, Jr. mortgagee, shall be conclusive evidence that the notes so certified have been duly issued hereunder and are entitled to the benefit of the trust hereby created.

And it is hereby covenanted and agreed between the parties hereto, representing themselves, their heirs, personal representatives and assigns as follows, to-wit:

FIRST: That the mortgagor agrees to pay the debt or sums of money, with interest thereon, according to the true intent and meaning of the said promissory notes, or any renewal thereof, or renewal of any part thereof, together with all costs and expenses which the said mortgagee, his heirs or assigns, shall incur or be put to, including attorney's fees of ten (10%) per cent. for collecting the said debt or sum of money, and in addition thereto reasonable attorney's fees for any litigation concerning the said debt or the premises hereinbefore described, and the said mortgagee, his heirs or assigns, shall have, in his discretion, authority, to employ all proper agents and attorneys for the recovery of the within mentioned debt, by foreclosure or otherwise, pay for such services out of the proceeds of sale of said property, should a sale be made, and if no sale be made, any sum so paid on account of such services shall be secured hereby and may be recovered in any suit or action hereupon or hereunder.

SECOND: That the mortgagor agrees to pay all taxes and charges assessed on said land before the same shall become delinquent and immediately thereafter exhibit to the said mortgagee, his heirs or assigns, or the holder of the within secured notes, or any of them, satisfactory evidence of the performance of this covenant.

THIRD: The said mortgagor agrees that he will, at his own expense, during the continuance of this deed, keep the buildings on said premises insured against loss by fire, in some stock Fire Insurance Company or Companies acceptable to said mortgagee, his heirs or assigns, for an amount not less than Three thousand and 00/100 Dollars, with loss, if any, payable under New York Standard Mortgage Clause to said mortgagee, his heirs or assigns, as his or their interest may appear.

FOURTH: That the said mortgagor agrees that if he shall fail to pay the taxes or to insure the buildings on the lands herein described, as is hereinbefore stipulated, the said mortgagee, his heirs or assigns, may at their option without notice pay the taxes, effect such insurance and pay any premiums due thereon; and the amount so paid by them shall thereupon become part of the debt herein secured, and with interest at the rate of six per cent. per annum until paid, shall become due and payable along with the next installment of interest.

FIFTH: That the said mortgagor, his agents and tenants, will permit, commit or suffer no waste, impairment or deterioration of said property; that he will keep all the buildings, fences and other improvements on said land in as good condition of repair as they now are, and should there be impairment or deterioration in their value in the opinion of the said mortgagee, his heirs or assigns, the said mortgagor, will immediately upon demand, make such repairs as the said mortgagee, his heirs or assigns, may deem necessary and reasonable, in default of which the said mortgagee, his heirs or assigns, may enter and comply with all the terms and conditions of this covenant, and any amount so expended shall be fully and effectively secured hereby, and with interest at the rate of six per cent. per annum, until paid, shall become due and payable along with the next installment of interest. And the said mortgagor, covenants he will not alter, tear down or remove any of said buildings or other improvements without the express consent in writing of the said mortgagee, his heirs or assigns.

SIXTH: That if any default be made in the payment of any of the indebtedness herein provided for, when the same shall become due and demandable, or of any renewal notes, if renewal notes be executed, or in the observance of any of the covenants herein contained, the said mortgagor hereby gives to the said mortgagee, his heirs or assigns, the right and privilege to declare the whole debt hereby secured immediately due and payable and collectible under this mortgage, or at his or their option to institute proceedings respectively for the collection at law or in equity of such amounts as may then be unpaid, whether the same be evidenced by the original notes, or any renewals thereof or any sum or sums expended by the said mortgagee, his heirs or assigns, hereunder, and the said mortgagor hereby waives the benefit of all homestead exemption as to the debt hereby secured and any expenditure for improvements, taxes, liens, charges or insurance premiums paid by the said mortgagee, his heirs or assigns, in pursuance with this mortgage. It is further covenanted and agreed that should the within described premises be sold for the satisfaction or discharge of the debt hereby secured, or any portion thereof, and the proceeds of said sale should prove insufficient to satisfy the same with interest, taxes, fees, costs and charges, the amount remaining unpaid shall not be extinguished by the said mortgagee, his heirs or assigns becoming the purchaser of the premises.

SEVENTH: That if at any time any of the debt hereby secured or interest thereon, or any of the sums authorized to be expended for improvements, taxes, liens, charges or insurance premiums be past due and unpaid the mortgagor does hereby assign the rents and profits of the above described premises to the mortgagee, and agrees that any judge of the circuit court of this State may, in chambers or otherwise, appoint a receiver, or receivers, with authority to take possession of said premises and collect and sell the said rents and profits, applying the net proceeds thereof, after paying costs of collection and sale, upon said debt, interest, or any sums expended for taxes, liens, charges or insurance premiums, or fees and expenses, without liability to account for anything more than the rents and profits actually collected.

EIGHTH: In the event of the passage, after the date of this mortgage, of any law of the State of South Carolina, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the law for the taxation of mortgages or deeds of trust, or the debts secured by mortgage or deed of trust for State or local purposes, or the manner of the collection of any such taxes so as to affect this mortgage, the holder or holders of the said promissory notes which are hereby secured, shall have the right to give thirty days written notice to the owner of the premises hereinbefore described, requiring the payment of the debt or obligation hereby secured. If such notice be given, the said debt or obligation shall become due, payable and collectible at the expiration of said thirty days.

NINTH: That the mailing of a written notice or demand by depositing it in any post office station or letter box, enclosed in a post-paid envelope, addressed to the party of the first part and directed to such party at the last address furnished to the holder of this mortgage, shall be sufficient notice and demand in any case arising under this instrument.

PROVIDED ALWAYS, Nevertheless, and it is the true intent and meaning of the parties to these presents, that if the Mortgagor shall well and truly pay or cause to be paid unto the mortgagee, the debt or sums of money hereby secured with interest, costs and fees, thereon, if any shall be due according to the true intent and meaning as interpreted under the covenants herein contained, then this deed of bargain and sale shall cease, determine and be utterly null and void, otherwise to remain in full force and virtue.

And it is agreed by and between the parties hereto that the mortgagor shall hold and enjoy the said premises until default of payment or breach of a covenant herein shall be made.

And it is further understood and agreed by and between the parties hereto and herein named as mortgagor and mortgagee, that whenever in this deed the terms mortgagor and mortgagee are used, such terms refer to and include the successors, heirs, executors, administrators and assigns of the mortgagor or mortgagee, as the case may be.

Witness my hand and seal this the 11th day of September in the year of our Lord one thousand nine hundred and thirty-nine and in the one hundred and sixty-fourth year of the independence of the United States of America.

Signed, sealed and delivered in the presence of: H. M. Hughes (SEAL)  
H. O. Gaddy  
E. M. Blythe, Jr.

STATE OF SOUTH CAROLINA,  
County of Greenville  
Personally appeared before me H. O. Gaddy and made oath that he saw the within named H. M. Hughes, sign, seal and as his act and deed deliver the within written deed, for the uses and purposes therein mentioned, and that he with E. M. Blythe, Jr., in the presence of each other, witnessed the execution thereof.

Sworn to before me, this 22 day of September A. D. 1939  
H. O. Gaddy  
E. M. Blythe, Jr. Notary Public, South Carolina.

STATE OF SOUTH CAROLINA, RENUNCIATION OF DOWER.  
County of Greenville  
I, E. M. Blythe, Jr., a Notary Public, in and for South Carolina, do hereby certify unto all whom it may concern that Mrs. Gertrude L. Hughes the wife of the within named H. M. Hughes did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread, or fear of any person or persons, whomsoever, renounce, release, and forever relinquish unto the within named Frank B. Austin, Jr., his heirs or assigns, all her interest and estate, and also all her right, title and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this 22 day of September A. D. 1939  
E. M. Blythe, Jr. (SEAL) Notary Public in and for South Carolina. Mrs. Gertrude L. Hughes (SEAL)

Recorded September 26th 1939, at 9:55 a. M.